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REMARKS**I. INTRODUCTION**

Claims 59 and 60 have been canceled. Claims 38 and 51 have been amended to incorporate the limitations of canceled claims 59 and 60. Thus, claims 38-41, and 45-58 remain pending in the present application. No new matter has been added. In view of the above amendments and the following remarks, it is respectfully submitted that all of the presently pending claims are allowable.

**II. THE 35 U.S.C. § 103 REJECTIONS SHOULD BE WITHDRAWN**

Claims 38-41, 45-50, 52 and 56-59 have been rejected under 35 U.S.C. § 103(a) as unpatentable over U.S. Patent No. 5,739,512 to Tognazzini in view of EU 0474360 to Francini and further in view of U.S. Patent No. 5,915,022 to Robinson et al. ("Robinson"). (See 8/28/06 Office Action, p. 2).

Claims 51, 53-55 and 60 have been rejected under 35 U.S.C. § 103(a) as unpatentable over Tognazzini in view of Robinson. (See 8/28/06 Office Action, p. 5).

In the Office Action, Robinson was cited with a different patent number. Applicants believe the number cited above is correct, and present the following remarks based on this reference.

Claim 38 recites a method including the step of "providing access by a user computer to the transaction record in the transaction database, wherein the transaction record is accessible to a plurality of users and the transaction database *restricts access by a user to the transaction records corresponding to a role defined for the user, at least two of the users having different roles*, and wherein the access includes *initiating an action using the user computer, the action*

*including one of correcting a transaction, canceling a portion of the transaction, repeating a portion of the transaction as part of a new transaction, and modifying a portion of the transaction."*

Tognazzini describes a system for processing purchase transactions including a network and a plurality of merchant terminals configured to include a card reader 110 for reading payment information and an e-mail address for sending receipt information. (See Tognazzini, col. 3, lines 9-15). During a transaction, a customer's payment card is read by the card reader 110 in order to obtain an e-mail address stored therein. After payment is authorized, a digital receipt is generated and delivered to the e-mail address. (Id. at col. 6, lines 16-39). If a smart card is used, the receipt may be stored therein and extracted at a later time. (Id. at col. 6, lines 53-65).

Francini describes a system for validating the authenticity of a transaction which includes a terminal located at a point-of-sale for capturing the parameters of the transaction. (See Francini, col. 3, lines 20-24). The system includes a terminal 36 which has a standard electronic cash register 38 and a light pen 44 utilized in conjunction with a CRT display for creating a digitized version of a signature of a cardholder. (Id. at col. 5, lines 31-50). After the cardholder enters his signature, a hard copy receipt is generated by the register 38. The electronic digital data, which includes the transaction parameters and the signature information, can then be stored at the merchant location or transmitted to a financial institution (an acquirer) associated therewith. (Id. at col. 6, lines 23-37). A cardholder who later wishes to validate the transaction may contact the acquirer, who retrieves the digital data from an electronic storage 52 and converts it to a human readable format before sending it to the cardholder. (Id. at col. 6, lines 38-56).

It is respectfully submitted that neither Tognazzini nor Francini teach or suggest "restrict[ing] access by a user to the transaction records corresponding to a role defined for the user, at least two of the users having different roles," as recited in claim 38. The Examiner asserts that by emailing a copy of the receipt to a consumer and a merchant, Tognazzini teaches

providing access based on the user's role. (See 8/28/06 Office Action, pp. 3-4). However, this argument fails to distinguish how the merchant and the consumer are restricted in their respective access to the database. The same information (i.e., the receipt) is provided to both the merchant and the consumer. Therefore, if the Examiner's contention is true, it only establishes that the same type of access can be provided to different types of users. Thus, it is respectfully submitted that Tognazzini neither discloses nor suggests "wherein ... the transaction database restricts access by a user to the transaction records corresponding to a role defined for the user, at least two of the users having different roles," as recited in claim 38. In addition, it is respectfully submitted that Francini is insufficient to cure this deficiency.

Robinson describes a method of authenticating an electronic transaction by using a transaction record which identifies the electronic transaction to one party, such as a merchant or institution. (See Robinson, col. 2, lines 43-47). The transaction record is encrypted by a computer controlled by the first party such that the first party may later decrypt it and no other party can alter it. (Id. at col. 2, lines 47-50). The encrypted transaction record is not decryptable by a consumer, since it would compromise the trust of the merchant that the underlying transaction record has not been tampered with. Only the merchant, or someone with the authority of the merchant can decrypt the record. (Id. at col. 5, lines 12-24). A digital receipt page is created for the benefit of the consumer, comprising a confirmation message that includes the encrypted transaction record. (Id. at col. 5, lines 53-67). If a dispute arises, the consumer may present the digital receipt to the merchant, who decrypts the transaction record in order to verify the transaction by comparing the decrypted record to a stored transaction record in a database. (Id. at col. 8, lines 29-67).

According to Robinson, only the merchant or someone with the authority of the merchant can decrypt the transaction record. Exclusive access is provided only to a person with the merchant's authority. Although this person may not be the merchant, he serves the same function as the merchant—namely to verify the digital receipt. Thus, Robinson explicitly teaches against providing access to users with different roles. Accordingly, it is respectfully submitted

that neither Tognazzini, nor Francini nor Robinson, either alone or in combination, disclose or suggest "wherein the transaction record is accessible to a plurality of users and the transaction database restricts access by a user to the transaction records corresponding to a role defined for the user, at least two of the users having different roles," as recited in claim 38.

In addition, the Examiner has noted that Tognazzini and Francini fail to disclose or suggest "wherein the transaction record is accessible to a plurality of users" and "wherein the access includes initiating an action using the user computer," as recited in claim 38. (See 8/28/06 Office Action, p. 4). The Examiner attempts to cure these deficiencies with Robinson. However, as discussed above, the present invention restricts access to the plurality of users based on a role of the user. Robinson provides exclusive access to one type of user. That is, the merchant and the person with the merchant's authority both perform the same function (e.g., verifying the transaction record). According to Robinson, although the user has physical possession of the digital receipt, only the merchant/authorized person can assess the encrypted contents thereof and compare it to the stored transaction record. Thus, it is respectfully submitted that neither Tognazzini, nor Francini nor Robinson, either alone or in combination, disclose or suggest "wherein the transaction record is accessible to a plurality of users," as recited in claim 38.

Robinson also fails to teach or suggest "initiating an action using the user computer ... including one of correcting a transaction, canceling a portion of the transaction, repeating a portion of the transaction as part of a new transaction, and modifying a portion of the transaction." The Examiner suggests that the act of decrypting and verifying the transaction record constitutes an action associated with the transaction. However, decrypting the transaction record does not include "one of correcting a transaction, canceling a portion of the transaction, repeating a portion of the transaction as part of a new transaction, and modifying a portion of the transaction." The only purpose of the verification is to validate the digital receipt. From the merchant's perspective, the stored transaction record is 100 percent accurate and does not need to be corrected or modified in any way. Neither is there any suggestion to perform a new transaction or cancel the transaction, because these are actions that the consumer, not the

merchant, would perform—and as previously discussed, Robinson only allows the merchant to access the transaction record. Thus, it is respectfully submitted that neither Tognazzini, nor Francini nor Robinson, either alone or in combination, disclose or suggest “initiating an action using the user computer, the action including one of correcting a transaction, canceling a portion of the transaction, repeating a portion of the transaction as part of a new transaction, and modifying a portion of the transaction,” as recited in claim 38. Because claims 39-41 and 45-50 depend from, and, therefore include the limitations of claim 38, it is respectfully submitted that these claims are also allowable.

Claim 51 recites a system including “a transaction database accessible by a user computer that receives and stores the transaction record from the point-of-sale terminal over a network, wherein the transaction record is accessible to a plurality of users and *the transaction database restricts access by a user to the transaction records corresponding to a role defined for the user, at least two of the users having different roles*, and wherein the access includes *initiating an action using the user computer, the action including one of correcting the transaction, canceling a portion of the transaction, repeating a portion of the transaction as part of a new transaction, and modifying a portion of the transaction.*” Thus, it is respectfully submitted that claim 51 is allowable for the same reasons as claim 38. Because claims 52 and 56-58 depend from, and, therefore include the limitations of claim 51, it is respectfully submitted that these claims are also allowable.

As stated above, claims 51, 53-55 and 60 have been rejected under 35 U.S.C. § 103(a) as unpatentable over Tognazzini in view of Robinson. Because claims 53-55 depend from and include the limitations of claim 51, it is respectfully submitted that these claims are also allowable.

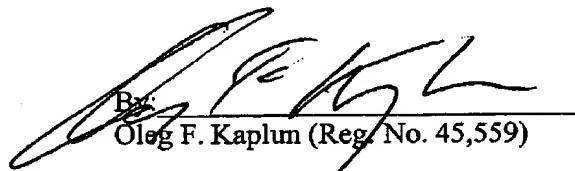
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CONCLUSION

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In light of the foregoing, Applicants respectfully submit that all of the pending claims are in condition for allowance. All issues raised by the Examiner having been addressed, an early and favorable action on the merits is earnestly solicited.

Respectfully submitted,



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